

In the Matter of:)	
)	
)	
Fairgrounds, LLC)	
t/a The Bullpen)	
)	
Applicant for a New)	License No. ABRA-086735
Retailer's Class CT License)	Order No. 2011-455
)	
at premises)	
25 M Street, S.E.)	
Washington, D.C. 20003)	
)	

Ron McBee, Chairperson, Advisory Neighborhood Commission (ANC) 6D

ORDER ON VOLUNTARY AGREEMENT

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Ron McBee, Commissioner David Garber, and Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 19th day of October 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 6D to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED**, except for the following modifications:

Section 2 (Nature of the Business) – The following language shall be removed: “a substantial change in operation.”

Section 9 (Rats and Vermin Control) – The second sentence in Section 9 shall be modified to read as follows: “Applicant shall provide proof of its rat and vermin control contract upon request of the Board.”


Section 12 (Participation in the Community) shall be removed.

The parties have agreed to the modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.

Fairgrounds, LLC
t/a The Bullpen
License No. ABRA-086735
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District of Columbia
Alcoholic Beverage Control Board

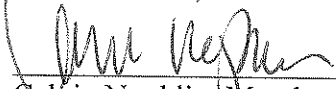


Nick Alberti, Interim Chairperson

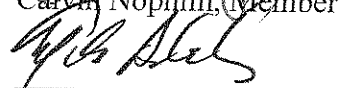


Donald Brooks, Member

Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Mr. Charles Brodsky, Chair
Alcoholic Beverage Regulatory Administration
1250 U Street, N.W., Third Floor
Washington, D. C. 20009

March 29, 2011

Re: The Bullpen II, 25 M Street, SE, ABRA License No. _____

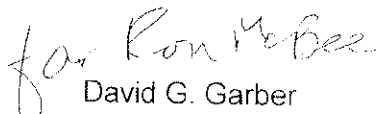
The ANC6D, at its meeting of February 14, 2011, with a quorum present (a quorum being four members) voted 6 to 0 support the expanded license application for The Bullpen. That vote incorporated the space which is now being described as Bullpen II at 25 M Street, SE, and is being considered as a new ABRA license. At the 2/14/11 meeting, the ANC6D did vote to approve the issuance of a stipulated license provided that we have an agreement on a Voluntary Agreement. A new Voluntary Agreement, which is essentially identical to the initial Voluntary Agreement (with the omission of some community participation requests) and with the amendment to the initial VA dated 3/15/10, Board Order, 3/24/10 is attached.

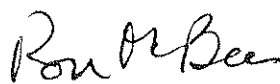
The ANC recommends that this amendment be expedited (or stipulated, as appropriate) in that the licensee has limited time in which to accept the landlord's offer of additional space; and the licensee plans to occupy the additional space in time for the opening of The Nationals baseball season which begins at the end of March, 2011.

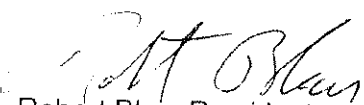
The ANC supports this License because it recognizes the positive addition of the licensee in the neighborhood and wants to provide the additional opportunities for neighborhood residents as well as patrons of The Nationals ballpark. The licensee has also apparently corrected the violations at the original Bullpen site noted in the ABRA investigator's report 10-25-00086.

If you have questions about these proposed changes, please contact Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at cfarlee@mindspring.com or Bert Randolph, Executive Assistant at office@anc6d.org.

Sincerely,


David G. Garber
ANC Commissioner 6D07


Ron McBee, Chair
ANC6D


Robert Blair, President
Fairgrounds, LLC, t/a The
Bullpen


Coralie Farlee, Chair
ABC Committee, ANC6D

Cc: Martha Jenkins, ABRA
Robert Blair



VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 29th day of March, 2011 by and between Fairgrounds, LLC t/a "The Bullpen II" ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties"), pursuant to DC Official Code 25-601(1) and 601 (4) respectively.

WITNESSETH

WHEREAS, Applicant has applied for a License Class CT for a business establishment ("Establishment") located at 25 M Street, S.E., Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a Festival Park which will include an enclosed beverage tent for the purchase of wine, beer, and alcoholic frozen drinks; a band stage for live performances; and an area that will offer food service and soft drinks and other non-alcoholic beverages. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales.** The Applicant's hours of operation during baseball games and special events shall be as follows: Operations will cease on November 1.

Sunday 8:00 a.m.-12:30 a.m.,
Monday through Thursday 8:00 a.m.-12:30 a.m.,
Friday and Saturday 8:00 a.m. -12:30 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday 11:00 a.m.-12:00 midnight,
Monday through Thursday 11:00 a.m.-12:00 midnight,
Friday and Saturday 11:00 a.m.-12:00 midnight
4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment in a fenced off open area on the ground level. Maximum occupancy for number of seats and standing patrons will be determined by the DC Office of Regulatory Affairs in its decision regarding the certificate of occupancy.
5. **Parking Arrangements.** It is a principle concern of the Protestant that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant is a tenant of Akridge which also owns and operates an adjacent parking area which will provide parking for its patrons. To the extent this arrangement terminates for any reason, Applicant shall, within 30 days from termination, enter into a like agreement to provide adequate off-street private parking for its

patrons. The Applicant will ensure that no vehicles are parked such that vehicles are on the abutting property.

6. **Sidewalk Café.** Applicant will operate a sidewalk café under a tent as described above. Applicant agrees that it shall not seek to expand the capacity of the authorized numbers of patrons in this establishment without amendment of this Agreement. Applicant will direct that its employees inspect the area outside the Establishment at least once each hour to ensure its cleanliness. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the enclosed area regardless of content.

In case of potential closings of Half Street, Van Street, or N Street, S.E. for events, the Applicant seeking the closure of such street will collect signatures only from authorized representatives of the adjoining establishments. The street closure applicant will present the signature list and application to the ANC a minimum of three (3) business days prior to submission to the Emergency Management Agency (EMA). The applicant shall use public space only in strict conformance with the permit received. The applicant agrees to cause a copy of its street-closing permit to be received by the ANC6D office at least 7 days before the permit's effective date.

The Applicant agrees to not oppose petitions by the Nationals to close streets in the vicinity of the ballpark.

7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential or business properties. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb and alley) clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed after every event. The Applicant agrees to obtain a dumpster to be placed in the rear of the building/area. Applicant shall ensure that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
9. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of Protestant. Applicant shall have the Establishment and area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
10. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Protestant is concerned that the nature of the business proposed by Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law, discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along. Applicant will identify a cool-down area to be used as necessary. Applicant will use card reading equipment designed to ferret out false, forged and fraudulent identification.

Applicant will cooperate with MPD in the investigation of criminal offenses within and immediately around the business. The Applicant shall secure all crime scenes to the best of its ability and shall not contaminate, destroy, alter or clean any crime scene until authorized to do so by the lead

MPD official on the scene of the offense. Applicant shall review security measures with the Commander of the First District, or his designee within 14 days of opening and shall take steps necessary to protect public safety as recommended. If necessary, and after discussion with the Commander of the First District or his designee, Applicant shall take necessary steps to employ MPD officers under the department's reimbursable guidelines—the sufficient number of such MPD officers necessary to promote public safety will be at the recommendation of the Commander but shall be no less than 2 officers during operational hours.

11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestant that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licenses, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the Agreement. Applicant also specifically agrees to be the sole owners of the ABC license. Applicant's on-site managers will, when on site, always bear obvious identification, such as a badge or shirt, identifying them as the manager. Applicant shall provide to the Commander of the First District, the name of performing bands and promoters within 30 days of booking or ASAP, but no less than 14 days prior to the event. If notice is given with less than the 14 day lead time, Applicant agrees to participate in the reimbursable detail program if deemed necessary by the 1D Commander.
12. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall from time to time attempt to attend ANC6D public meetings, which currently occur on the second Monday of each month at 7:00 p.m. at 101 M Street, S.W., Washington, DC 20024 (except that there is no meeting in August, and the October meeting is on the third Monday). Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.
13. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant fails to cure within the 30 day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Fairgrounds, LLC
3227 345th Street, N.W.
Washington, DC 20016
Attn: Robert Blair, President
(202) 255-5855 (mobile)
Fax (202) 333-8368

If to Protestant: Advisory Neighborhood Commission 6D
P.O. Box 71156
Washington, DC 20024-9998
(202) 554-1795
Fax (202) 554-1774

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

14. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestant shall withdraw the Protest.

PROTESTANT:

Chair, ABC Committee, ANC 6D

Coralie Farlee 29 Mar 11
Coralie Farlee Date

ANC 6D07

By: David Garber 29 Mar 11
David Garber, Commissioner Date

ANC 6D

By: Ron McBee 29 March 2011
Ron McBee, Chair Date

APPLICANT:

Fairgrounds, LLC t/a Bullpen II

By: Robert Blair 3/29/11
Robert Blair Date



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline* Director

Terry Brennan License Administrator

Jes Julius Executive Assistant

March 29, 2011

VIA EMAIL AND HAND DELIVERY

Thea D. Davis
Assistant Attorney General
Office of the General Counsel
Alcoholic Beverage Regulation Administration
2000 14th Street, N.W.
4th Floor, Suite 400S
Washington D.C. 20009

**RE: Fairgrounds, LLC t/a Bullpen II
25 M Street, SE;
New Applicant for a Class CT license**

Dear Thea:

As you are aware, the Board requested that the above-referenced Applicant file for an additional Class CT alcoholic beverage license for the expansion of their outdoor premises near National's Park. Enclosed is a letter from ANC 6D which expresses support of a request for a stipulated license, so long as a Voluntary Agreement is signed, which is also enclosed. Opening Day for the Nationals is this Thursday, March 31, 2011. Therefore we are respectfully requesting that the Board consider the request for a stipulated license and approval of the Voluntary Agreement on its administrative agenda tomorrow, Wednesday, March 30, 2011.

Please contact me if you require additional information.

Very truly yours,



Andrew J. Kline

AJK/jrj

Encl.

cc: Fred Moosally, Director, ABRA
Betty Harper, ABRA Staff
Coralie Farlee, Chair, ANC 6D ABC Committee
Bo Blair

*A non-lawyer representative providing representation before DC departments and agencies as permitted by statute or agency rule.

1225 19th Street, NW . Suite 320 . Washington, DC 20036 | p.202.686.7600 | f.202.293.3130